

THE KELLY FIRM, P.C

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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW JERSEY

In re:

MARIA M. SALVANI,

Debtor.

Case No. 19-29423-JNP

Chapter 13

Hearing date: July 15, 2020
9:00 a.m.

Judge: Honorable Jerrold N. Poslusny, Jr.,
U.S.B.J.

OBJECTION TO CONFIRMATION

NJR Clean Energy Ventures II Corporation (“NJR”), lessor of solar energy equipment to Maria M. Savani (the “Debtor”), objects to the Debtor’s Chapter 13 Plan for the following reasons:

1. The Debtor must assume the lease and pay all lease payments directly to NJR in accordance with the terms of the lease. The Debtor must either surrender the lease’s solar energy equipment or arrange for its removal by NJR and the plan must so provide.

2. Prepetition lease arrears must be cured promptly and paid directly to NJR. Prepetition arrears must be paid within 6 months of filing or before the lease terminates, whichever occurs first.

3. The Debtor owes \$2,891.16 in prepetition arrears to NJR.
4. The Debtor must also cure postpetition arrears, to be paid directly to NJR, prior to confirmation.
5. As of June 1, 2020, the Debtor owes \$1,713.28 in postpetition arrears to NJR.
6. The Debtor's Chapter 13 Plan currently **rejects the lease**. If the lease is not assumed, the lease is deemed rejected and the automatic stay will terminate as to the leased equipment at the conclusion of the confirmation hearing pursuant to 11 U.S.C. § 365(p). NJR reserves its rights to enforce all default terms under the lease under such circumstances.
7. As of June 1, 2020, the Debtor's remaining lease principal is \$14,027.48.

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Counsel for Creditor, NJR Clean Energy Ventures
II Corporation

By: /s/ Travis R. Graga
Travis R. Graga, Esq.

Date: June 1, 2020